



Request for Proposal – Environmental Impact Report

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING

976 OSOS STREET • ROOM 200 • SAN LUIS OBISPO • CALIFORNIA 93408 • (805) 781-5600

Promoting the Wise Use of Land • Helping to Build Great Communities

Project: RIGHETTI BROTHERS, LLC, VESTING TRACT MAP/CONDITIONAL USE PERMIT (SUB2008-00050; TRACT 3004)

SECTION 1 - GENERAL INFORMATION

1.1 Purpose

The purpose of this request for proposals (RFP) is to provide interested consultant firms with sufficient information concerning the services desired by the County of San Luis Obispo. This information is intended to enable the firms to prepare and submit proposals to prepare an Environmental Impact Report for a major agricultural cluster project, to subdivide an existing approximately 199 acre parcel into six residential parcels ranging in size from 1.08 to 2.47 acres, and one agriculture/open space parcel of 191.1 acres. The project includes off-site road improvements totaling .38 acres of site disturbance. Additional on-site improvements will result in the disturbance of approximately 10 acres of the 199 acre project area due to grading and construction for residential lots, road improvements, utility, water, and drainage improvements, and onsite wastewater management and water storage. Major issues include: agricultural resources, geology, noise and water resources.

1.2 Right of Rejection

The County reserves the right to reject any or all proposals received as a result of this request. The County will not pay for any information contained in the proposals obtained from participating firms. The County is not liable for costs incurred by firms prior to issuance of a contract. The County also may negotiate separately with any source in any manner necessary to serve the best interest of the County. This request for proposals is made for informational and planning purposes only. Awards (if made) will not be made solely on the basis of proposals resulting from this request.

1.3 How to submit Proposals

In order for proposals to be examined and evaluated by the Environmental Coordinator, the County is requesting five (5) copies of the proposals and five (5) copies of any supportive materials. **Proposals must be delivered no later than 4:30 P.M., July 19, 2010.** Please ship copies so as to insure prompt delivery to:

**STEPHANIE FUHS, PROJECT MANAGER
DEPARTMENT OF PLANNING AND BUILDING
976 OSOS STREET, RM 300
SAN LUIS OBISPO, CA 93408-2040**

Once submitted, the proposals and any supplementary documents become the property of the County.

1.4 Acceptance of Proposal Content

If a contract is awarded as a result of a response to this request, the County will select the successful firm as quickly as possible after the final date for receipt of the proposals. However, final award is contingent upon successful contract(s) negotiation.

It is likely that the content of the proposal of the successful bidder will be used in a legal contract of agreement. Bidders should be aware that methods and procedures proposed could become contractual obligations.

1.5 Inquiries

If the consultant has any questions in regard to this RFP, contact:

Stephanie Fuhs at (805) 781-5721, sfuhs@co.slo.ca.us

1.6 Contract Amount

The consultant shall prepare a cost estimate based upon the services requested in this RFP. The EIR document shall be bid at a firm, fixed price, while staff meetings, public hearings, and preparation of findings shall be bid on a time and materials basis.

1.7 Project Background

The project is a request by Righetti Brothers, LLC, for a Vesting Tentative Tract Map (Tract 3004)/Conditional Use Permit (SUB 2008-00050), for a major agricultural cluster project, to subdivide an existing approximately 199 acre parcel into six residential parcels ranging in size from 1.08 to 2.47 acres, and one agriculture/open space parcel of 191.1 acres. The project includes off-site road improvements totaling .38 acres of site disturbance. Additional on-site improvements will result in the disturbance of approximately 10 acres of the 199 acre project area due to grading and construction for residential lots, road improvements, utility, water, and drainage improvements, and onsite wastewater management and water storage. The project is located on the north side of Orcutt Road, .75 miles east of the Orcutt/Tank Farm Road intersection, approximately 3,000 feet east of the City Limits of San Luis Obispo, in the San Luis Obispo planning area.

The proposed project would allow for the construction of six primary residences to be located within designated building envelopes, with no secondary dwellings allowed per the Agriculture Cluster Subdivision standards contained in Land Use Ordinance Section 22.22.152. Residential and agricultural accessory structures allowable in the Agriculture land use category could also be constructed on the residential parcels. Development on the agriculture/open space parcel would be limited to a ranch headquarters which can include two primary residences, qualifying farm support quarters and agricultural accessory structures.

The project permit application was applied for in December 2008. Due to uncertainty of the availability of water resources based on numerous observations from neighboring property owners, as well as other potentially significant impacts, the applicant agreed to have an EIR prepared to address these issues.

1.8 Project Location

The project is located on the north side of Orcutt Road, .75 miles east of the Orcutt/Tank Farm Road intersection, approximately 3,000 feet east of the City Limits of San Luis Obispo.

1.9 Project Description

The project is a request for a major agricultural cluster project, to subdivide an existing approximately 199 acre parcel into six residential parcels ranging in size from 1.08 to 2.47 acres, and one agriculture/open space parcel of 191.1 acres. The project includes off-site road improvements totaling .38 acres of site disturbance. Additional on-site improvements will result in the disturbance of approximately 10 acres of the 199 acre project area due to grading and construction for residential lots, road improvements, utility, water, and drainage improvements, and onsite wastewater management and water storage. (see above project background and attached initial study checklist for more detailed information).

SECTION 2 - SCOPE OF WORK

2.1 General Requirements

The EIR shall meet all of the requirements set forth in the California Environmental Quality Act (Public Resources Code 21000 et seq.) and the State CEQA guidelines (California Code of Regulations, section 15000 et seq.).

2.2 Specific Requirements

The issues described in the attached Initial Study should be addressed in the EIR. Other issues to make the EIR a complete document in compliance with CEQA and the State CEQA Guidelines should also be addressed. In general, those issues for which the County has identified "Potentially Significant" impacts will be the focus of the EIR. Issues that have been identified as "Can and will be mitigated", should be discussed in the EIR in sufficient detail to understand what impacts have been identified and the appropriate mitigation measures should be listed. For the most part, issue areas identified as "Insignificant" can be summarized in one section with appropriate references to the Initial Study.

Identified impacts shall be designated as significant or insignificant pursuant to the criteria of CEQA and the State CEQA Guidelines. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended.

Mitigation measures should be described in detail and should be specific to the project. Two types of mitigation measures should be recommended: measures addressing impacts related to the primary (direct) impacts; and measures addressing impacts related to the secondary (indirect) impacts associated with the proposed project.

Mitigation Monitoring

A mitigation monitoring and reporting program, pursuant to Public Resources Code section 21081.6, shall be developed for applicable mitigation measures. The monitoring program shall be commensurate with the level of detail of the project development and may incorporate both monitoring by the county and reporting by the developer, with subsequent report verification by on-site inspection, if necessary.

Related Document Preparation

As optional tasks, as directed by the county, the consultant shall include separate cost estimates to perform the following tasks as not-to-exceed, time and materials-based products:

- a. Mail out Draft EIRs;
- b. Mail out Final EIRs.

2.3 Findings

A time and materials not-to-exceed-budget of 50 hours shall be included in the proposal and cost estimate, for preparation of findings pursuant to Sections 15091 and 15093 of the State CEQA Guidelines. These findings shall be prepared in a format approved by the Environmental Division.

2.4 Staff Meetings

The consultant shall be available for a "kick off" meeting and to meet with one or more of the County or other agency staff when given advance notice. In general, these meetings should be related to specific topics or issues that justify a "stand alone" meeting with the County or other agency staff, "Meetings" between the consultant and the County that are via telephone, or whose purpose includes regular schedule updates or involve development of EIR sections are considered part of the development of the EIR and are not billable under this section. Initiation of meetings under this section should have prior authorization from the County. The cost estimate shall include the "kick off" meeting and at least five (5) other meetings

2.5 Public Hearings

The consultant shall include costs for attendance at four (4) public hearings. The consultant shall be prepared to respond to questions, make presentations and/or participate in an advisory capacity during hearings. The costs for attendance at the public hearings shall be itemized and are to be considered an option to be exercised by the County.

2.6 Deliverables

The format for all hard copy text documents, tables, charts, and illustrations shall be 8 ½" x 11" vertical. If oversized inclusions are necessary, they will be 11" x 17". Document covers for all related documents shall be coordinated so they appear as a "set". All administrative drafts, drafts, and final documents shall be two-sided, black ink, on recycled stock paper (white or light color).

EIR Format. The County is requesting that the EIR format be in an "EIR Summary" format with the primary printed document consisting of an expanded Executive Summary, with the bulk of the setting, methodology, analysis and technical data in the form of a CD accompanying the printed summary document.

Deliverables shall include:

- A. **Draft Project Description and EIR Outline.** Four (4) hard copies of the Project Description and EIR Outline. An electronic copy (in Word) shall also be made available.
- B. **Administrative Draft EIR:** One (1) hard copy (three ring binder) and four (4) electronic copies (on CD in Word) of the Administrative Draft EIR, appendices and mitigation monitoring program (MMP).
- C. **Draft EIR.**
 - 1. **Draft EIR.** Thirty (30) bound/stapled, hard copies of the DEIR (in the requested EIR Summary format with accompanying CDs, five (5) hard copies (in three-ringed binders) of the full DEIR (summary + supporting documentation including appendices), one (1) CD in original format, and one (1) CD in an HTML or searchable pdf format for website use (text and graphic files small enough for fast public download times).
 - 2. **MMP.** If MMP is not a part of the DEIR or Appendices, apply Appendices quantities.
- D. As an optional task, if County's website has insufficient space for electronic version, consultant shall include provision to put on another website.
- E. **Administrative Final EIR: AFEIR** - Two (2) bound copies and one (1) CD (in Word; **Appendices** - As needed (changes/additions to DEIR appendices), one (1) bound copy and one (1) CD (in Word, as available); **MMP** – if MMP not part of AFEIR or Appendices, apply Appendices quantities.
- F. **Final EIR.**
 - 1. **Final EIR.** Thirty (30) bound/stapled, hard copies of the DEIR (in the requested EIR Summary format with accompanying CDs, five (5) hard copies (in three-ringed binders) of the full DEIR (summary + supporting documentation including appendices), one (1) CD in original format, and one (1) CD in an HTML or searchable pdf format for website use (text and graphic files small enough for fast public download times).
 - 2. **MMP.** If MMP is not a part of the DEIR or Appendices, apply Appendices quantities.
- G. If **GIS** program is developed/ used, this information shall also be submitted electronically. The County uses ArcInfo and expects the following process to be used for GIS work:

GIS Data Requirements

Any geographic information electronically mapped as part of this project shall be provided as a .SHP file, a format compatible with ESRI's ArcView GIS software program, and shall be registered to the California State Plane NAD 83, Zone 5 coordinate system, units in feet. A .PRJ file shall be included reflecting this coordinate system.

All .SHP files submitted shall include sufficient metadata compatible with the ArcCatalog .XML format. This metadata shall include at minimum the following:

- An abstract containing a brief narrative summary of the data set including levels of accuracy and methods of data capture.*
- Brief descriptions of each mapping unit and its defining characteristics for this county project*
- Purpose for creating the data with a summary of the intentions with which the data set was developed*
- Citation including the name of the organization and/or individual that developed the dataset*
- Maintenance requirements noting the frequency with which changes (if any are necessary) are made to the data set after the initial data set is completed*
- Theme key words associated with the data set*
- Contact information for the creator of the data set and for the creator of the metadata*
- Date the data was published*

Descriptive text, thoroughly defining all features within each mapped data set, shall be incorporated into the data attribute tables. If codes or abbreviations were used for data attributes then a .LYR or other document explaining the codes shall be included. Map symbology shall be provided in a .LYR file which the County can import into any subsequent maps if desired.

- I. **CEQA Findings** (optional task): One (1) electronic copy (in Word). Up to two (2) hard copies may also be requested.

SECTION 3 - PROPOSAL CONTENT

3.1 Form

Proposals and supporting materials shall be submitted in bound copies suitable for evaluation. Legibility, clarity and completeness are essential. Proposals should provide assurance that the firm has the professional capability to satisfactorily complete all tasks as described in Section 2 of this RFP.

3.2 Personnel and Experience

If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance. Describe the project contribution of each key person and approximate amount of time to be devoted to the project. Include a resume for each of the key personnel detailing their special qualifications applicable to the project. Describe the firm's qualifications in relationship to the required services. Summarize past projects of a similar nature that the consultant's firm has completed.

3.3 Coordination

Describe the process for maintaining a close working relationship between the consultant and the county project coordinator. Considerable merit will be placed on a relationship in which county staff is frequently and completely briefed on all work in process.

3.4 Task Timetable and Cost Estimates

The proposal shall contain the tasks required to complete the project with a time frame for each task.

3.5 Objectivity

Environmental Impact Reports are to be an independent, objective, and unbiased work product. Proposals shall certify that the consultant, principals, and subcontractors (if used) have the capacity to submit a neutral and unbiased environmental document.

SECTION 4 - CRITERIA FOR EVALUATION OF PROPOSAL

The County of San Luis Obispo will evaluate the proposals based on but not limited to the following criteria:

4.1 Understanding of the Scope of Work to be Performed

- A. Demonstrated understanding of the project objectives.
- B. Consultant's approach to accomplishing the scope of work.
- C. Timetable and costs for completing the project.

4.2 Consultant's Methods and Procedures to be Used

- A. Consultant's general approach to evaluating the issues.
- B. Complete description of the procedures and analytical methods to be utilized.

4.3 Management, Personnel and Experience

- A. Qualifications of each participant and overall "skill mix" for the firm.
- B. Experience and performance on projects of a similar nature.
- C. Information obtained by contacting references listed by the consultant.

4.4 Consultant's Consultation and Coordination with County of San Luis Obispo

- A. Procedures to be used to insure close contact between consultant and the project coordinator.
- B. Demonstrated experience in working with local government.

4.5 Cost Estimates

- A. Are professionals and nonprofessionals used for the appropriate tasks in the proposal?
- B. What quality of product will be delivered for the consultant's fee?
- C. Are the cost estimates reasonable for the work product proposed?

SECTION 5 - EXISTING INFORMATION

5.1 Background Information

The following materials and documents contain information and standards applicable to the project site:

- County Land Use Ordinance – Inland Area
- County Framework for Planning -Inland Portion of the Land Use Element
- San Luis Obispo Area Plan
- Agriculture and Open Space Element
- Conservation Element
- Safety Element
- Real Property Division Ordinance
- Resource Management System Summary Report (2009)
- Clean Air Plan and Technical Appendices
- County Noise Element (1991)
- State Natural Diversity Database
- Countywide Public Facility Fee Program
- San Luis Obispo Regional Transportation Plan
- County Bikeways Plan

5.2 Specific Information

The following materials and documents have been submitted by the applicant and contain information applicable to the project site. The consultant may use any or all of this information in the preparation of the EIR. However, the consultant must verify the accuracy of all information submitted by the applicant and shall not adopt any of the conclusions of the documents submitted by the applicant without independent analysis. The consultant shall be solely responsible for the contents of the EIR.

- A. Biological Report, Althouse and Meade, Inc., July 2005, revised December 2008
- B. Wetland Delineation, Althouse and Meade, Inc., August 2005, revised December 2008
- C. California Red Legged Frog Protocol Survey, Althouse and Meade, Inc., July 2009
- D. Traffic Analysis for the Righetti Ranch Subdivision, Orosz Engineering Group, Inc., July 2009
- E. Domestic Water Source Assessment, Cleath-Harris Geologists, Inc., June 2009
- F. Agricultural Water Source Assessment, Cleath-Harris Geologists, Inc., June 2009

Project specific information may be found on the Planning Department's website at:

[http://www.slocounty.ca.gov/planning/environmental/EnvironmentalNotices/Other Environmental Documents/Righetti](http://www.slocounty.ca.gov/planning/environmental/EnvironmentalNotices/Other%20Environmental%20Documents/Righetti)

The following Sections 6 and 7 are excerpts from the County's Master Contract and are intended mainly for informational purposes. However, for those Consultants not on the Master Contract list, or if a valid Master Contract is not in affect at the time of contract preparation, consultants must be willing to accept the full County contract provisions as written should they decide to submit a proposal. The full County contract is available at the Planning Department's website noted above.

SECTION 6 - INDEMNIFICATION

The County of San Luis Obispo will require the successful bidder to indemnify the County as follows. These provisions will become contractual obligations.

- 6.1 (1) Except as provided in paragraph (2) below, Consultant shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or attempted performance of the provisions hereof, including but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, failure to comply with workers' compensation laws, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of Consultant or his agents, employees or other independent Consultants directly responsible to Consultant; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Consultant or Consultant's agents, employees or other independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demand, damages, costs, expenses or judgments resulting solely from the conduct of the County.

- (2) If any claim, demand, litigation or other challenge to the County is brought alleging a deficiency with the County's compliance under the California Environmental Quality Act, the County shall provide the initial legal response to such challenge and shall give the Consultant

notice of the challenge within 10 business days of the County's receipt of the challenge. If the case moves to litigation, the County shall provide the attorneys to defend the action. However, the Consultant shall assist in the defense by providing any and all documents, personnel who worked on the project, including sub-consultants, and any other in-house expertise that can assist the County in preparing for and presenting the defense to the CEQA challenge. Such assistance shall be at no cost to the County, and shall continue until the CEQA challenge is finally resolved. If the environmental study or documents need to be upgraded or modified, the Consultant shall accomplish the same at no cost to the County, unless the Consultant has advised the County in writing of the need to upgrade or modify the study or documents and the County has declined to follow the advice of the Consultant. If the County, Consultant or anyone in Consultant's chain of contractual privity is found to be liable for the claim, demand, challenge or litigation, including attorney's fees, the Consultant shall reimburse the County in accordance with the percentage of fault attributed to the Consultant. The reimbursement to the County shall include a reimbursement for the County's attorney's fees and costs of defending the suit apportioned by the same percentage of fault. If the percentage of fault is not included in a judgment, the percentage of fault shall be determined by agreement between the County and the Consultant or arbitration. Arbitration shall be in accordance with the California Code of Civil Procedure, section 1280 et seq.

SECTION 7 - INSURANCE

The County of San Luis Obispo will require the successful bidder to provide insurance as follows. These provisions will become contractual obligations.

- 7.1 Consultant shall not perform any work under the Contract until it has obtained insurance complying with the provisions of this section, delivered a copy of each insurance policy to the County, and obtained County approval of all such policies. Said policies shall be issued by companies authorized to do business in California. Consultant shall maintain said insurance in force at all times. The following coverages with the following features shall be provided:

A. Professional Liability Insurance.

Contractor shall maintain professional liability "errors and omissions" insurance with limits of liability of not less than \$100,000 per occurrence to cover all services rendered by Contractor pursuant to this contract.

B. Comprehensive Liability Insurance and Automobile Insurance.

Consultant shall maintain comprehensive general and automobile liability insurance, which shall cover claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of the contract, including, without limitation, acts involving automobiles. The policies shall provide not less than \$1,000,000.00 single limit coverage applying to bodily and personal injury, including death resulting there from, and property damage. The following endorsements must be attached to the policy:

1. If the policy covers on an "accident" basis, it must be changed to an "occurrence" basis.
2. The Comprehensive Liability Insurance policy must cover personal injury as well as bodily injury.
3. The Comprehensive Liability Insurance policy must have blanket coverage of contractually assumed liability, subject to the limitations of the policy.
4. The policy must have a "Cross Liability" ("Severability of Interests") endorsement such that each insured is covered as if separate policies had been issued to each insured.
5. The County of San Luis Obispo, its officers, employees and agents shall be named as additional insureds under the Comprehensive Liability Insurance policy, and the policy shall provide that the insurance will operate as primary insurance and that no other insurance affected by the County will be called upon to contribute to a loss hereunder.

C. Workers' Compensation Coverage.

In accordance with the provisions of " 3700 et seq. of the Labor Code, Consultant is required to be insured against liability for workers compensation or to undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of the work covered by this Contract.

D. Certification of Coverage.

Prior to commencing work under the contract, Consultant shall furnish County with the following for each insurance policy required to be maintained by this contract:

1. A copy of the entire policy and not just the "face sheet" or proof of coverage (except that no copy of Consultant's workers' compensation policy need be provided).
2. A certificate of insurance including certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

E. Effect of Failure or Refusal.

If Consultant fails or refuses to procure or maintain the insurance required by this contract, or fails or refuses to furnish County with the certifications required by subparagraph (B4) above, County shall have the right, at its option, to forthwith terminate the Contract for cause.